aving a minimum of 80 per cent of butterfat as required by the act of March , 1923.

On July 28, 1925, the Harrow-Taylor Butter Co., Kansas City, Mo., having ppeared as claimant for the property and having admitted the allegations of he libel, judgment of condemnation and forfeiture was entered, and it was rdered by the court that the product be released to the said claimant upon ayment of the costs of the proceedings and the execution of a bond in the sum f $800, said bond providing that the product be reconditioned, reworked, and nspected by a representative of this department before being sold or otherwise isposed of.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

4031. Adulteration of evaporated apples. U. S. v. 1,000 Boxes of Evaporated Apples. Consent decree entered, ordering product released under bond. (F. & D. No. 19831. I. S. Nos. 22586-v, 22587-v. S. No. C-4661.)

On February 24, 1925, the United States attorney for the District of Minesota, acting upon a report by the Secretary of Agriculture, filed in the istrict Court of the United States for said district a libel praying the seizure nd condemnation of 1,000 boxes of evaporated apples, remaining in the origial unbroken packages at Minneapolis, Minn., alleging that the article had been hipped by E. B. Holton, from Rochester, N. Y., December 10, 1924, and ransported from the State of New York into the State of Minnesota, and harging adulteration in violation of the food and drugs act. The article was abeled in part: "Evaporated Apples Fancy Knox Brand" (or "Evaporated pples Choice Daisy Brand") "Ring Packed By E. B. Holton, Webster, N. Y."

Adulteration of the article was alleged in the libel for the reason that a ubstance, water, had been mixed and packed therewith so as to reduce, lower, r injuriously affect its quality and had been substituted wholly or in part or the said article.

On April 22, 1925, E. B. Holton, Webster, N. Y., having appeared as claimant or the property, and having consented to the condemnation and forfeiture of ie product, judgment of the court was entered, ordering that it be released to ie said claimant upon payment of the costs of the proceedings and the execuon of a bond in the sum of $500, in conformity with section 10 of the act, nditioned in part that it be shipped to the claimant at Rochester, N. Y., to e reconditioned to the satisfaction of this department.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

4032. Adulteration and misbranding of evaporated apples. U. S. v. 30 Cases of Evaporated Apples. Consent decree entered, ordering product released under bond. (F. & D. No. 19918. I. S. No. 14792-v. S. No. C-4685.)

On March 21, 1925, the United States attorney for the District of Minnesota, cting upon a report by the Secretary of Agriculture, filed in the District ourt of the United States for said district a libel praying the seizure and ndemnation of 30 cases of evaporated apples, remaining in the original unoken packages at St. Paul, Minn., alleging that the article had been shipped r R. D. Waterman & Son, from Williamson, N. Y., December 9, 1924, and ansported from the State of New York into the State of Minnesota, and arging adulteration and misbranding in violation of the food and drugs act amended. The article was labeled in part: (Carton) "Lake Shore Brand ew York State 12 Oz. Net" (rubber stamped "10 Oz. Net") "Apples Evapoted Sulphured Packed By R. D. Waterman & Son, Inc. Fruitland & Wilmson, N. Y."

Adulteration of the article was alleged in the libel for the reason that a bstance, excessive moisture, had been mixed and packed with and substituted holly or in part for the said article.

Misbranding was alleged for the reason that the statements "Evaporated ples 10 Oz. Net" and "12 Oz. Net," borne on the labels, were false and sleading and deceived and misled the purchaser, for the further reason at the article was offered for sale under the distinctive name of another ticle, and for the further reason that it was food in package form and the antity of the contents was not plainly and conspicuously marked on the tside of the package.

On April 20, 1925, the Northern Jobbing Co., St. Paul, Minn., having apared as claimant for the property, and having consented to the entry of a cree forfeiting the product, judgment was entered, ordering that it be re-